

**THIRD SUPPLEMENT TO PERSONAL SERVICES AGREEMENT BETWEEN LEWIS
COUNTY, ACTING AS THE FISCAL AGENT
FOR THE CHEHALIS RIVER BASIN FLOOD AUTHORITY,
AND WEST CONSULTANTS, INC.**

THIS THIRD SUPPLEMENTAL AGREEMENT is made and entered into by and between LEWIS COUNTY, WASHINGTON, herein referred to as "County", acting as the fiscal agent for the Chehalis River Basin Flood Authority ("Flood Authority"), and WEST Consultants, Inc., 12509 Bel-Red Road, Suite 100, Bellevue, WA 98005 herein referred to as "Contractor", together referred to as "Parties."

IT IS THE PURPOSE OF THIS AGREEMENT to supplement and amend the original and subsequent First and Second Supplemental Agreements with WEST Consultants, Inc., for consulting services for designing and implementing an Early Flood Warning System for the Chehalis River Basin, including installation, testing and calibration of river and precipitation gages, to assist and support the Chehalis River Basin Flood Authority ("Flood Authority") (said original Agreement as fully executed on October 19, 2009; First Supplemental Agreement as fully executed on June 14, 2010; and Second Supplemental Agreement as fully executed on August 9, 2011 are hereinafter referred to as the "Existing Agreement"). Both Parties agree to this Third Supplemental Agreement, including the Amended Scope of Work ("Attachment C") and Amended Compensation ("Attachment D"), copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein and as fully as if set forth in the Existing Agreement.

The term of this Third Supplemental Agreement shall commence as soon as this Third Supplemental Agreement is fully executed and will terminate June 30, 2013, or upon thirty days' written notice of termination provided by CONTRACTOR or COUNTY to the other Party in compliance with the termination provision of the Parties' original Agreement.

CONTRACTOR acknowledges and by signing this contract agrees that all of the terms of the Existing Agreement not amended or modified by this Supplemental Agreement, are and shall remain in full effect and are totally and fully part of this contract and have been mutually negotiated by the parties.

THEREFORE, IT IS MUTUALLY AGREED THAT the following shall supplement, amend, and govern the Existing Agreement, including but not limited to the specific tasks costs as set forth below, as fully as if set forth in the Existing Agreement:

Section 1. Statement of Work

CONTRACTOR shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for, or incidental to, the performance of the work set forth in the Amended Scope of Work, attached hereto as Attachment "C" and fully incorporated into the Existing Agreement.

Section 2. Period of Performance

Subject to its other provisions, the period of performance of this Agreement shall commence on the date of signing by both Parties and be completed as agreed [GC1] and shown in the attached Supplemental Scope of Work, Attachment "C," but may be modified or extended by mutual agreement in accordance with the amendment provisions of the Existing Agreement.

Section 3. Payment

Compensation for the work provided in accordance with this Supplemental Agreement shall be as set forth in Attachments "C" (Supplemental Scope of Work) and "D" (Supplemental Compensation), provided, however, that the total compensation for the period of time beginning on the date the original Agreement

was fully executed and ending June 30, 2013, shall not exceed Four Hundred Twenty Six Thousand, Five Hundred and Twenty Nine Dollars and Fifty One Cents (\$426,529.51). The total compensation for eligible services and qualifying expenses incurred from the date the original Agreement was fully executed and ending June 30, 2013, shall not exceed Four Hundred Twenty Six Thousand, Five Hundred and Twenty Nine Dollars and Fifty One Cents (\$426,529.51) without written prior approval of the COUNTY and authorization by the Flood Authority.

Future Non-Allocation of Funds:

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County, acting as the lead agency for the Flood Authority, will not be obligated to make payments for services or expenses incurred after the end of the current calendar year. No penalty or expense shall accrue to the County in the event this provision applies.

This Third Supplemental Agreement and statement of work, period of performance and compensation constitutes a supplement to the Parties' Existing Agreement and supplements and amends the scope of work, period of performance and compensation, with such additional provisions agreed upon by the parties for good and sufficient consideration, the receipt of which is hereby acknowledged.

IN WITNESS WHEREOF, the parties have executed this Third Supplemental Agreement this ____ day of _____, 2012.

Lewis County Contract Manager

Robert A. Johnson, Director of Community Development
2025 NE Kresky Ave.
Chehalis, WA 98532
(360) 740-2606

Contractor Program Manager

Raymond Walton, PhD, PE, D.WRE
WEST Consultants, Inc.
12509 Bel-Red Road, Suite 100
Bellevue, WA 98005
425-646-8806

LEWIS COUNTY

By: _____
Robert A. Johnson

Title: Director of Community Development

Date: _____

WEST CONSULTANTS, INC.

By: _____
Raymond Walton

Title: Vice President, WEST Consultants, Inc.

Date: _____

ATTACHMENT “C”
THIRD SUPPLEMENTAL SCOPE OF WORK

THIRD SUPPLEMENTAL PERSONAL SERVICES AGREEMENT
Between
LEWIS COUNTY
and
WEST Consultants, Inc.

July 2012 through June 30, 2013

Who:

- David Curtis, Steve Gustafson and staff.

Time and Expense:

- \$67,938.00.

Period of Performance:

- July 1, 2012 through June 30, 2013 (12 months).

Tasks:

- See Task Table below.

| Task Table | |
|---|---------------------------------|
| Task 1 -- Operation and maintenance of rain, temperature and stream gages. | |
| <ul style="list-style-type: none">• Task activities include:<ul style="list-style-type: none">○ Routine data monitoring from rain, temperature and stream gages.○ On-site gage gage visitation, inspection and maintenance.○ Minor repairs as needed.• Task total: \$38,438.00. | July 1, 2012- June 30, 2013. |
| Task 2 -- Contrail Website Support. | |
| <ul style="list-style-type: none">• Task Activities include:<ul style="list-style-type: none">○ Installation of flood inundation maps derived from the new/expanded Chehalis River Hydraulic Model into Contrail website. Subtask total = \$9,999.00.○ Contrail annual subscription (120 total sensors in and near the Chehalis River Basin). Subtask total = \$3,811.00.○ Agency coordination (continued coordination/liaison with Weyerhaeuser Company, WA DNR and other gage site owners for O&M access) Subtask total = \$3,104.00.○ Operational support: On-going support for website monitoring and updates for both routine operations and during potential flood events. Subtask total: \$11,336.00.○ Other direct costs (Travel, per diem, as needed). Subtask total: \$1,250.00.• Task total: \$29,500.00. | July 1, 2012- June 30, 2013. |

ATTACHMENT “D”
THIRD SUPPLEMENTAL COMPENSATION

THIRD SUPPLEMENTAL PERSONAL SERVICES AGREEMENT
Between
LEWIS COUNTY
and
WEST Consultants, Inc.

July 2012 through June 30, 2013

Phase I: Existing original contract (ending June 30, 2012)

Reimbursement for services consistent with the Scope of Work (Attachment “A”) and Section 3, Payment, shall be as follows:

Task 1 - Operation and maintenance of rain, temperature and stream gages total: \$38,438.00

Task 2 – Contrail Website Support total: \$ 29,500.00

Total Compensation added in Third Supplemental Agreement: \$67,938.00